

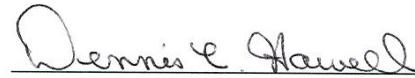
**IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
1:17 cv 287**

TONYA WILSON BAKER,)	
)	
Plaintiff,)	
)	
v.)	ORDER
)	
WEATHERSFIELD MANAGEMENT,)	
LLC, f/k/a/ AccuForce Staffing Services, LLC,)	
and ACCUFORCE HR SOLUTIONS, LLC,)	
)	
Defendants.)	
)	

Before the Court is Defendants' Motion to Seal [# 12]. Defendants ask the Court to enter an order sealing the "2014 and 2015 Income Statements for AccuForce HR Solutions, LLC." In the Motion, Defendants do not state whether they have consulted with Plaintiff on this Motion. *See* LCvR 6.1(c) (incorporating LCvR 7.1(b)). In lieu of such consultation, Defendants have presented to the Court a "Stipulated Protective Agreement." [# 12 Ex. 1]. The Court notes two reasons why this is deficient. First, the agreement is not a protective order entered by the Court.¹ Second, even if taking the agreement as true, the agreement does not cover sealing by the Court. Accordingly, the Court cannot take the agreement as a substitute for the consultation as required by LCvR 7.1(b).

Therefore, the Court **DENIES** the Motion [# 12] without prejudice.

Signed: July 6, 2018


Dennis L. Howell

Dennis L. Howell
United States Magistrate Judge



¹ The Court is baffled why the parties have not moved to have the protective order entered.